

**AMENDMENT NO. 4
TO ALCOHOL AND/OR DRUG SERVICE CONTRACT AGREEMENT A-12237
BY AND BETWEEN
COUNTY OF MONTEREY AND COMMUNITY HUMAN SERVICES**

This Amendment No. 4 to Agreement A-12237 is made and entered into by and between the **County of Monterey**, hereinafter referred to as COUNTY, and **Community Human Services**, hereinafter referred to as CONTRACTOR.

Whereas COUNTY and CONTRACTOR have heretofore entered into Agreement A-12237 dated June 19, 2012 (Agreement), Amendment No. 1 dated June 4, 2013, Amendment No. 2 dated October 8, 2013; and Amendment No. 3 dated May 30, 2014.

Whereas the COUNTY and CONTRACTOR wish to amend the Agreement as specified below;

1. Revise Exhibit G, the Business Associate Agreement;
2. Eliminate Drug Court Grant Programs and funding to end September 30, 2014;
3. Add Program 7: Outpatient Drug Free (ODF) to begin January 1, 2015;
4. Revise drug treatment rates to reflect Drug Medi-Cal rates published by the Department of Health Care Services for FY 2014-15; and
5. Increase Residential Programs and Program 4: Daisy funding for FY 2014-15.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A of Agreement A-12237 is replaced with Amendment No. 4 to EXHIBIT A of Agreement A-12237. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 4 to EXHIBIT A.
2. EXHIBIT B of Agreement A-12237 is replaced with Amendment No. 4 to EXHIBIT B of Agreement A-12237. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment No. 4 to EXHIBIT B.
3. EXHIBIT G of Agreement A-12237 is replaced with Amendment No. 4 to EXHIBIT G of Agreement A-12237. All references in the Agreement to EXHIBIT G shall be construed to refer to Amendment No. 4 to EXHIBIT G.
4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-12237 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 19, 2013.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to Agreement A-12237 as of the date and year written below:

COUNTY OF MONTEREY

By: _____
Mike Derr, Purchasing Manager

Date: _____

By: _____
Ray Bullick, Director of Health

Date: _____ 3/1/15

Approved as to Form

By: _____
Stacy L. Saetta, Assistant County Counsel²

Date: _____ 4/1/15 Deputy

Approved as to Fiscal Provisions

By: _____
Gary Giboney, Auditor/Controller

Date: _____ 4/1/15

Approved as to Liability Provisions

By: _____
Steve Mauck, Risk Management

Date: _____

Approved as to Content

By: _____
Wayne Clark, Behavioral Health Director

Date: _____

CONTRACTOR

COMMUNITY HUMAN SERVICES

By: _____
Robin McCrae, Chief Executive Officer

Date: _____ 3/6/15

By: _____
Sharon Lagana, Chief Financial Officer

Date: _____ 3/6/15

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with signatures of two specified officers.

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of an officer who has authority to execute this Agreement on behalf of the partnership.

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement

AMENDMENT NO. 4 TO EXHIBIT A
COMMUNITY HUMAN SERVICES
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES

PROGRAM 1: RESIDENTIAL DRUG TREATMENT

Target Population

Monterey County men and women, age 18 years or older with primary addiction to drug(s). Intravenous drug users and HIV+ clients will receive priority admission.

Program Description

1. Long term (length of treatment varies by individual, approximately 3 months), highly structured Residential Drug Treatment for up to 21 adults. Priority admission is given to intravenous drug users and HIV+ individuals. Residential Drug Treatment Services include:

- Room and board with 24-hour staff supervision
- Comprehensive substance abuse assessment
- Abridged mental health status exam
- Individualized treatment plan
- Medically supervised detoxification/withdrawal
- Random drug testing
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum, 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support groups
- On-site AA and NA meetings (2 per week)
- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Grad Group (weekly, facilitated by counseling staff)

2. Residential Drug Treatment is structured in three phases:

Phase I – Threshold (2 weeks):

Short term detoxification and stabilization coinciding with “black out period” (no unauthorized visitors/communications allowed) The goals are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one’s own recovery. Residents are admitted to Threshold upon entry to the program. Relapse prevention begins in Threshold and continues in Phase II and Phase III.

Phase II - Core (4 weeks):

The goals of the Core Program are continued abstinence, work on treatment plan, processing of basic feelings and issues, active involvement in one's own recovery, including attendance at 12-step meetings and obtaining a sponsor. Residents begin to clarify values. Legal, financial and familial responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (6 weeks):

The goal of Re-Entry is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

Service Objectives

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Alcohol and Drug Programs license regulations. Genesis Residential Center is licensed for 36 beds: 28 co-ed residential drug treatment beds and 8 perinatal residential drug treatment beds.
2. Annually, Community Human Services will make available to the Monterey County Behavioral Health Division a maximum of **5,691** bed days.

Assessment and Referral

Individuals requesting admission to the Residential Drug Treatment program may have an assessment completed by the Behavioral Health Division assessment staff or program may complete an intake assessment for self-referred clients. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Division for funded services only.

DESIGNATED CONTRACT MONITOR

Robert Jackson
1441 Constitution Blvd., Bldng 400
Salinas, CA 93906
(831) 796-1716

PROGRAM 2: PERINATAL RESIDENTIAL DRUG TREATMENT

Target Population

Pregnant and parenting women who are residents of Monterey County and age 18 years or older with primary addiction to drug(s). Priority admission is given to pregnant women, intravenous drug users and HIV+ women.

Program Description

1. Long term (length of treatment varies by individual, approximately 7 – 10 months) highly structured residential drug treatment for perinatal women. Up to six (6) children (age birth to 5) may reside with their mothers in treatment.
2. Perinatal Residential Drug Treatment is designed to provide up to ten (10) months of unique services to the women and children in the program. Perinatal residential drug treatment services include on-site child care, coordination of prenatal, postpartum and well-baby medical care, parenting education, nutritional counseling and family planning, in addition to all the services listed under Program 1: Residential Drug Treatment Program description above.

Service Objectives

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Alcohol and Drug Programs license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.
2. Community Human Services will make available to the Monterey County Behavioral Health Division a maximum of **1,875** bed days per fiscal year (FY) for FY 2012-14, and **2,326** bed days for FY 14-15.

Assessment and Referral

Individuals requesting admission to the Perinatal Residential Drug Treatment program may have an assessment completed by the Behavioral Health Division assessment staff or program may complete an intake assessment for self-referred clients. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Division for funded services only.

DESIGNATED CONTRACT MONITOR

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PROGRAM 3: OUTPATIENT NARCOTIC TREATMENT PROGRAM (NTP)

Target Population

Medi-Cal eligible adults, age 18 years or older, with primary addiction to heroin or other opiate(s). Priority admission is given to intravenous drug users, HIV+ individuals and pregnant women.

Program Description

Long term, defined as periods of time exceeding twenty-one (21) days, daily administration of methadone as a substitute for heroin or other opiates, preventing symptoms of withdrawal without creating euphoria. Medical and counseling services are also provided.

Service Objectives

1. Operate and maintain a State licensed, Drug/Medi-Cal certified outpatient narcotic treatment program in accordance with all applicable State and Federal laws.
2. Provide estimated **49,500** methadone doses to continuously enrolled Drug/Medi-Cal eligible clients.

Provide estimated **461** methadone doses to continuously enrolled AB 109 eligible clients.
3. Provide an estimated **31,500** individual counseling units to continuously enrolled Drug/Medi-Cal eligible clients. Each counseling unit shall be 10 minutes.

Provide an estimated **293** individual counseling units to continuously enrolled AB 109 eligible clients. Each counseling unit shall be 10 minutes.
4. Provide an estimated **400** group counseling units to continuously enrolled Drug/Medical eligible clients. Each counseling unit shall be 10 minutes.

DESIGNATED CONTRACT MONITOR

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PROGRAM 4: DRUG AND ALCOHOL INTERVENTION SERVICES FOR YOUTH PROGRAM (DAISY)

Target Population

At-risk Monterey County youth and their families are the population of focus. Services are available for substance-abusing, pre-delinquent youth (including status offenders, pre-court, probation without wardship, first time offenders, etc.) who are primarily in grades 6 – 9 through the Drug and Alcohol Intervention Services for Youth program (DAISY).

Program Description

1. Employment of two full-time bilingual/Spanish counselors, to provide individual, group and family counseling and assess referrals for eligibility and suitability for services for qualified court-involved youths, utilizing funding from the Juvenile Justice Crime Prevention Act (JJCPA).
2. The program utilizes the *Seven Challenges curricula*
3. Collaborate as necessary with other agencies involved in the Silver Star Youth Program.
4. Participate in team meetings with school, Probation, or other relevant staff, when necessary as well as attend collaborative meetings to coordinate the overall implementation of the JJCPA programs.
5. Communicate regularly with Probation regarding cash management, program implementation, records or whatever necessary to determine the effectiveness and outcomes of this project.

Service Objectives

Provide services for a minimum of 100 clients per year, for an estimated **300** units of service (individual, group and family counseling).

DESIGNATED CONTRACT MONITOR

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PROGRAM 5: ADULT DRUG COURT GRANT-RESIDENTIAL TREATMENT
PROGRAM *(Program ended September 30, 2014)*

PROGRAM NARRATIVE

In Monterey County, at the defendant's request, through defendant's attorney, the Court may grant the Adult Drug Court Grant funded residential treatment program. Initially, the Court determines whether the defendant is eligible for this residential program and advises the defendant and defendant's attorney of that determination. Subsequently, the Monterey County Health Department's Behavioral Health Division may authorize men and women, 18 years or older, with primary addiction to alcohol or other drugs for enrollment in this program.

Program Description

Short term (up to 61 days), highly structured Residential Treatment for adults. Length of treatment varies by individual. Extensions may be granted by the county as justified by the program.

Residential Treatment Services include:

- Room and board with 24-hour staff supervision
- Comprehensive substance abuse assessment
- Abridged mental health status exam
- Individualized treatment plan
- Medically supervised detoxification/withdrawal
- Random drug testing provided by Probation staff
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support
- On-site AA and NA meetings (2 per week)
- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Grad Group (weekly, facilitated by counseling staff)

2. Residential Treatment is structured in three (3) phases:

Phase I – Threshold (approximately 1 week):

Short term detoxification and stabilization coinciding with “blackout period” (no unauthorized visitors/communications allowed). The goals of Threshold are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one's own recovery. Residents are admitted to Phase I upon entry to the program. Relapse prevention begins in Phase I and continues in Phase II and III.

Phase II - Core (approximately 4 weeks):

The goals of Phase II are continued abstinence and work on treatment plan, processing of basic feelings and issues, active involvement in one's own recovery, including attendance at 12-step meetings and getting a sponsor. Residents begin to clarify values. Legal, financial and family responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (approximately 3 weeks):

The goal of Phase III is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

Service Objectives

1. Operate and maintain a State certified residential alcohol and other drug treatment program in accordance with State Department of Alcohol and Drug Programs license regulations. Genesis Residential Center is licensed for 36 beds: 28 residential treatment beds and 8 perinatal residential treatment beds.
2. For this Agreement, Community Human Services Residential will provide culturally and linguistically competent services using the evidenced based practices of Motivational Interviewing and Seeking Safety.
3. Program staff providing services will be trained in the practices of motivational interviewing and seeking safety and will utilize these practices when serving clients under this grant funded program.
4. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client served under this program.
5. Annually, CONTRACTOR will make available to COUNTY Behavioral Health Division the following units of service:

Fiscal Year	Est. No. of Bed Days
2012-13	1,159
2013-14	406
2014-15	406

Assessment and Referral

The program will serve Eligible Individuals including Latino Offenders and Veterans referred by the Court and approved by the Behavioral Health Drug Treatment Court Staff. Individuals requesting admission to the Residential Treatment Program must have an assessment completed by the Behavioral Health Division assessment staff. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Division Assessment Staff who will provide an Initial Authorization Form (See Exhibit K).

Adult Drug Court Grant Program Requirements:

Drug Court Grant Program Extension of Services

Contractor may request from the designated BH Contract Monitor an extension of services of up to 30 days for any client enrolled in the programs who is in need of additional services. Contractor will submit a Request for Reauthorization form via fax to designated BH staff for review and approval for extension of services (Refer to Exhibit L).

Drug Court Grant Program Reporting Requirements:

To effectively track and coordinate client referrals and services, Contractor will submit a *weekly* progress report for each Drug Court Grant client that is scheduled to attend court for that particular week to the PC 1210 and Drug Court Grant Behavioral Health Staff.

Drug Court Grant Program Monthly Progress Report

To effectively track and coordinate client referrals and services, Contractor will submit a *monthly* progress report for each Drug Court Grant client to the Drug Court Grant Behavioral Health Staff.

Drug Court Grant Program Hot Sheets

Contractor will submit a hot sheet to BH staff regarding Drug Court Grant clients who have been discharged from the program due to non-compliance with treatment.

Drug Court Grant Program Monthly Statistics Report

Contractor will submit to the Drug Court Grant Behavioral Health Staff monthly statistics regarding PC 1210 clients by the 7th of each month.

Contract Special Conditions Compliance with Substance Abuse and Mental Health Services Administration (SAMHSA) and Department of Justice Programs, Bureau of Justice Assistance (BJA).

Contractor shall comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJPR) and Financial Guide. Contractor also agrees to participate in a data collection process using the Government Performance and Results Act measuring program outputs and outcomes as outlined by the Office of Justice Programs and the Substance Abuse and Mental Health Services Administration.

GPRA Training, Data Collection and Input:

Contractors providing alcohol and drug treatment services under this grant funded contract shall fully participate in the Government Performance and Results Act (GPRA) trainings, data collection and submission process and shall meet the timelines as established by SAMHSA and BJA.

DESIGNATED CONTRACT MONITOR

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PROGRAM 6: AB 109: RESIDENTIAL TREATMENT PROGRAM

Program Narrative

The realignment of Criminal Justice and Rehabilitation programs from the State to the counties is detailed in Assembly Bill 109 (AB109). Under AB 109, those convicted of non-violent, non-serious or non-sex related offenses will no longer be sent to state prison but will instead be remanded to County control. Many of these offenders are in need of substance abuse treatment.

The COUNTY'S Behavioral Health Division will determine whether an AB109 residential treatment program is applicable to the offender. COUNTY's Behavioral Health Division will only refer and authorize women to this program who meet program standards.

Subsequently, the Monterey County Health Department's Behavioral Health Division may authorize men and women, 18 years or older, with primary addiction to alcohol or other drugs for enrollment in this program.

Program Description

1. Short term (up to 90 days), highly structured Residential Treatment for adults. Length of treatment varies by individual. Residential Treatment Services include:

- Room and board with 24-hour staff supervision
- Comprehensive substance abuse assessment
- Abridged mental health status exam
- Individualized treatment plan
- Medically supervised detoxification/withdrawal
- Random drug testing provided by Probation staff
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support
- On-site AA and NA meetings (2 per week)
- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Grad Group (weekly, facilitated by counseling staff)

Residential Treatment is structured in three (3) phases:

Phase I – Threshold (approximately 2 weeks):

Short term detoxification and stabilization coinciding with “blackout period” (no unauthorized visitors/communications allowed). The goals of Threshold are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one's own

recovery. Residents are admitted to Phase I upon entry to the program. Relapse prevention begins in Phase I and continues in Phase II and III.

Phase II - Core (approximately 6 weeks):

The goals of Phase II are continued abstinence and work on treatment plan, processing of basic feelings and issues, active involvement in one's own recovery, including attendance at 12-step meetings and getting a sponsor. Residents begin to clarify values. Legal, financial and family responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (approximately 4 weeks):

The goal of Phase III is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

Service Objectives

1. Operate and maintain a State certified residential alcohol and other drug treatment program in accordance with State Department of Alcohol and Drug Programs license regulations. Genesis Residential Center is licensed for 36 beds: 28 residential treatment beds and 8 perinatal residential treatment beds.
2. Provide intake interviews within forty-eight (48) hours of the eligible AB 109 client's call for an appointment in collaboration with Monterey County Behavioral Health Division.
3. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client served under this program.
4. Program staff providing services will be trained in the practices of Motivational Interviewing (targeted for AB 109 clients), Seeking Safety (targeted for AB 109 clients), Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health Services. Program Staff will utilize these practices when serving clients under this AB 109 funded program. Program staff will adhere to CalOMS reporting requirements of AB 109 clients as delineated in ADP Bulletin 11-15-Referral Code for Post-Release Community Supervision (AB 109) clients in the California Outcome Measurement System-Treatment (CalOMS-Tx) (Refer to Exhibit M) Annually, CONTRACTOR will make available to COUNTY Behavioral Health Division the following units of service:

Fiscal Year	Est. No. of Bed Days	# of Clients to be served
2012-13	1,950	21
2013-14	1,443	16
2014-15	1,443	16

Target Population

Monterey County Health Department's Behavioral Health Division may authorize eligible AB 109 men and women, 18 years or older, with primary addiction to alcohol or other drugs for enrollment in this program.

Each applicant for residential treatment services is appropriately screened for eligibility based on meeting stated admission criteria. Admission will not be denied to anyone on the basis of disability, race, color, religion, age, sexual preference, national origin, or ability to pay. Pregnant and/or IV-drug using applicants will receive priority admission.

Assessment and Referral

Individuals requesting admission to the AB 109 Outpatient Program must have an assessment completed by the Behavioral Health Division Assessment staff upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Division assessment staff (Refer to Exhibit J of agreement).

Monthly Progress Report

To effectively track and coordinate client referrals and services, Contractor will submit a *monthly* progress report for each AB 109 client to the AB 109 Behavioral Health Staff.

Extension of Services

Contractor may request from the designated BH Contract Monitor an extension of services for any enrolled AB 109 client who is in need of additional services. Contractor will submit a Request for Reauthorization form via fax to designated BH staff for review and approval for extension of services (Refer to Exhibit L of agreement).

DESIGNATED CONTRACT MONITOR

Robert Jackson
1441 Constitution Blvd., Bldng 400
Salinas, CA 93906
(831) 796-1716

PROGRAM 7: OUTPATIENT DRUG FREE (ODF)
(Program begins January 1, 2015)

Target Population

Men and Women 18 years of age to 65 years of age who have met meet the diagnostic criteria in DSMIV for a substance abuse disorder and have met the admission criteria for Community Human Services Outpatient Treatment program.

Program Description

Long term 3-6 months structured drug and alcohol treatment program providing individual, family and group counseling and educational groups in an outpatient setting. Treatment needs are assessed at time of intake and can vary from three to five sessions per week.

Community Human Services Outpatient Treatment Program will provide the following services:

- *Intake and Screening*
- *Assessment*
- *Medical Assessment/Physical Examination*
- *Individualized case management*
- *Group Counseling*
- *Individual Counseling*
- *Family Counseling*
- *Addiction and Recovery Information*
- *12 Step Program facilitation*
- *Relapse Prevention*
- *Individualized Treatment Planning*
- *Trauma Counseling and Groups*
- *Communicable Illness Education*
- *Toxicology drug Screening*
- *Discharge Planning*
- *Referrals to community Resources*
- *Continuing Care Support Groups*

Service Objectives

1. Operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service's certification standards.
2. Estimated capacity will be 75 outpatient clients in each location:
 - 1081 South Main Street, Salinas, CA 93901
 - 2560 Garden Rd., Ste.201-A, Monterey, CA 93940
3. Anticipate serving 50 clients per week between the two sites.

Provide an estimated **750** individual counseling units to continuously enrolled Drug/Medi-Cal eligible clients. Each counseling unit shall be 50 minutes.

Provide an estimated **3,900** group counseling units to continuously enrolled Drug/Medi-Cal eligible clients. Each counseling unit shall be 90 minutes.

4. Establish an outpatient treatment program that will reduce the negative impact of substance abuse on the individual and family.
5. Establish and maintain a broad spectrum of treatment services to address the diverse treatment needs of men and women.
6. Develop and establish an outpatient program that will empower clients in the collaborative treatment plan development process by matching treatment options and decisions based on the participant's individual needs.
7. Treatment will be easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.
8. Treatment planning and case management services will address each participant's level of need for appropriate stabilization and ongoing care.

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS YOUTH TREATMENT

GUIDELINES

Contractors providing youth treatment services shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2002" until such time new Youth Treatment Guidelines are established and adopted.

The Youth Treatment Guidelines may be found on the California Alcohol and Drug Program

Website: <http://www.adp.ca.gov/RC/PDF/8566.pdf>

PERINATAL, CAL OMS DATA AND CAL OMS PREVENTION PROGRAM

REQUIREMENTS:

Contractors providing alcohol and drug treatment and/or prevention services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County.

Contractors providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in "Perinatal Services Network Guidelines 2009" until such time new Perinatal Services Network Guidelines are established and adopted.

DEBARMENT AND SUSPENSIONS

As required by Executive Order 12549, Debarment and Suspension, certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Executive Order 12549 and 12689). The applicant certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department of agency; (b) have not within a three year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (15)(b) of this certification' and (d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default' and Where the applicant is unable to certify any of the statements in this certification, he/she shall attach an explanation to this agreement.

**AMENDMENT NO. 4 TO EXHIBIT B
COMMUNITY HUMAN SERVICES
PAYMENT BY THE COUNTY**

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for the services rendered to eligible participants and for the community which fall within the general services described in Exhibit A. The rate for Non-Drug/Medi-Cal client services that are not co-located with Drug/Medi-Cal client services shall be a negotiated rate based upon the estimated revenue and units of service. The rate for Non-Drug/Medi-Cal client services that are co-located with Drug/Medi-Cal client services shall be an interim rate based upon the Drug/Medi-Cal Statewide Maximum Allowance (SMA) adjusted for County administrative cost. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 16 of this Agreement.
2. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:
 - a. For Program 1, 2 and 4: Residential, Perinatal Residential, and Daisy Adolescent Services, CONTRACTOR shall bill COUNTY one-twelfth of the annual amount, monthly, in advance, on the Monthly Service Level Report and Invoice, Exhibit C. For Residential and Perinatal Residential, COUNTY shall review actual bed day utilization rate for fixed rate reimbursement programs on a quarterly basis and adjust reimbursement to the CONTRACTOR accordingly. CONTRACTOR shall develop a fee schedule in accordance with Section 14 of this Agreement. Subsequent advance payments will be adjusted to offset the fees collected. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
 - b. Programs 3, 5 and 6, Residential Drug Court and AB 109 Residential and Outpatient services shall be invoiced to COUNTY in arrears and on a monthly basis.
 - c. COUNTY shall pay CONTRACTOR at the following rates per fiscal year:

		FY 2012-13			FY 2013-14			FY 2014-15		
Program		Est. Units	Est. Rates	FY Total	Est. Units	Est. Rates	FY Total	Est. Units	Est. Rates	FY Total
1	Residential	5,691	\$68.46	\$389,645	5,691	\$71.20	\$405,200	5,691	\$74.05	\$421,419
2	Perinatal Residential	1,875	\$143.55	\$269,227	1,875	\$149.29	\$279,919	2,326	\$155.26	\$361,135
3	AB 109 Methadone Doses	1,843	\$10.88	\$20,052	461	\$11.32	\$5,219	461	\$10.80	\$4,979
3	AB 109 Individual counseling sessions	1,172	\$12.93	\$15,156	293	\$13.45	\$3,941	293	\$13.48	\$3,950
4	DAISY	630		\$34,348	630		\$35,722	630		\$37,151
5	Residential Drug Court Grant (Program ended 09/30/2014)	1,159	\$68.46	\$79,345	406	\$71.20	\$28,908	406	\$74.05	\$30,064
6	AB 109 Residential	1,950	\$68.46	\$133,497	1,443	\$71.20	\$102,742	1,443	\$74.05	\$106,855
Subtotal				\$941,270						\$965,553

- d. The DIRECTOR may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a cost report or audit report settlement resulting from this, or prior years', Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

Drug/Medi-Cal

COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community which fall within the general services as outlined in Exhibit A. The rates for Drug/Medi-Cal client services shall be an interim rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make adjustments for actual cost in accordance with the procedures set forth in Section 16 of this Agreement. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:

- a. CONTRACTOR shall bill COUNTY monthly, in arrears, on the Monthly Service Level Report and Invoice Exhibit C. CONTRACTOR must subtract client co-payments from the monthly advance payment reported on the Monthly Services Level and Invoice Report, Exhibit C. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.

COUNTY shall pay the CONTRACTOR the interim rate times the number of units of Narcotic Treatment service. The Narcotic Treatment interim rates shall be:

PROGRAM	FY 2012-13			FY 2013-14			FY 2014-15		
	Est. Units	Rate	FY Total	Est. Units	Rate	FY Total	Est. Units	Rate	FY Total
3. Methadone Doses	38,561	\$10.88	\$419,544	44,346	\$11.32	\$501,997	49,500	\$10.80	\$534,600
3. Individual counseling sessions	25,462	\$12.93	\$329,224	29,282	\$13.45	\$393,843	31,500	\$13.48	\$424,620
3. Group counseling sessions							400	\$2.91	\$1,164
7. ODF Individual counseling sessions (Program begins 1/1/2015)							750	\$67.38	\$50,535
7. ODF Group counseling sessions (Program begins 1/1/2015)							3,900	\$26.23	\$102,297
TOTAL DRUG / MEDI-CAL PROGRAMS			\$748,768			\$895,840			\$1,113,216

- b. The DIRECTOR may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Drug/Medi-Cal Disallowance Report, Cost Report or Audit Report settlement resulting from this, or prior years', Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

3. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$5,526,298** for services rendered under this Agreement.

MAXIMUM ANNUAL LIABILITY

COMMUNITY HUMAN SERVICES: AOD Agreement	Total
FY 2012-13 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$1,690,038
FY 2013-14 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$1,757,491
FY 2014-15 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$2,078,769
TOTAL AGREEMENT MAXIMUM LIABILITY	\$5,526,298

Prohibition on Duplicate Billing

In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.

Time for Filing Final Claim

CONTRACTOR'S last and final claim for any payment under this contract must be filed not later than ninety (90) calendar days after the date on which this contract terminates. No claim submitted by CONTRACTOR after such time will be accepted or paid by COUNTY.

Certification and Payment of Claim by COUNTY

COUNTY shall promptly certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement. COUNTY will compare the CONTRACTOR claimed amount against the COUNTY authorized amount by mode, service function, fund source and number of units of service. COUNTY shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by COUNTY within 30 days of receipt of claim.

Disputed Payment Amount

If COUNTY certifies for payment a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the COUNTY's notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

Payment Method

1. COUNTY will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement.
2. CONTRACTOR will submit a monthly claim for services via mail or email to:

Monterey County Health Department
Behavioral Health Division
1270 Natividad Road, Room 200
Salinas, CA 93906

ATTN: Accounts Payable or MCHDBHFinance@co.monterey.ca.us

AMENDMENT NO. 4 TO EXHIBIT G
COMMUNITY HUMAN SERVICES
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **July 1, 2014** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **COMMUNITY HUMAN SERVICES** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. Definitions

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. Permitted Uses And Disclosures Of PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. Responsibilities Of The Parties With Respect To PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Terms And Termination

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has

breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. Miscellaneous

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Community Human Services
2560 Garden Rd. Suite, 201-B, Monterey, CA 93942
Attn: Robin McRae, Executive Director
Tel: (831) 658-3811

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau
1270 Natividad Road, Salinas, CA 93906
Attn: Wayne W. Clark, Ph.D., Behavioral Health Director
Tel: (831) 755-4509
Fax: (831) 755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

COMMUNITY HUMAN SERVICES

**COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT**

By: Robin McCrae

By: [Signature]

Print Name: Robin McCrae

Print Name: Ray Bullick

Print Title: CEO

Print Title: Director of Health

Date: 3/6/15

Date: 5/11/15